

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,)
)
v.) No.
)
JILL ROUSE BOOTHBY)

PLEA AGREEMENT

The Government and defendant, **JILL BOOTHBY** hereby acknowledge the following plea agreement in this case:

PLEA

The defendant agrees to (i) plead guilty to **COUNT ONE** of the Information filed in the above numbered and captioned matter, and (ii) pay restitution in the amount of \$375,750.62 to the victims determined by the Court at the time of sentencing. In exchange, the United States Attorney, acting on behalf of the Government and through the undersigned Assistant United States Attorney, agrees to recommend the disposition specified below, subject to the conditions in paragraphs III and V.

TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

The defendant understands that the maximum statutory punishment that may



be imposed for the crime of Wire Fraud, in violation of Title 18, United States Code, Section 1343, as charged in COUNT ONE is:

- a. Imprisonment for not more than 20 years;
- b. A fine of not more than \$250,000.00, or;
- c. Both (a and b);
- d. Supervised release of not more than three years; and
- e. Special Assessment Fee of \$100 per count.

II. FACTUAL BASIS FOR PLEA

The Government is prepared to prove, at a minimum, the following facts at the trial of this case:

The Defendant JILL ROUSE BOOTHBY ("BOOTHBY") was employed as a property manager at Boothby Realty from 2008 through January 2015. Boothby Realty is a real estate and property management company located in Birmingham, Alabama. Boothby Realty manages homeowners association funds for numerous associations in the Northern District of Alabama.

BOOTHBY also owned and operated an interior design business called Jill Boothby Designs. Jill Boothby Designs is a separate and independent company from Boothby Realty that is solely run by BOOTHBY.

As a property manager at Boothby Realty, BOOTHBY was personally



responsible for the management of eleven (11) condominium associations within the Birmingham metropolitan area. BOOTHBY attended homeowner association meetings, she assisted with the use and accounting of the homeowner association funds, she coordinated maintenance services at the properties, she helped bid contracts for maintenance and improvements to the properties, and she assisted the associations with budgeting. As expenses were incurred by the various associations, BOOTHBY would advise Boothby Realty's accounting personnel of the invoices and expenses to be paid from the homeowner associations' funds.

Beginning in late 2012 and continuing to in or about January 2015, BOOTHBY created false and fraudulent invoices in the name of her company Jill Boothby Designs for goods and services and submitted the various invoices to the eleven (11) condominium associations that she managed. The Jill Boothby Designs invoices contained descriptions of items billed to the various associations, however the items were not actually purchased by BOOTHBY or Jill Boothby Designs from a third party vendor. BOOTHBY submitted the fraudulent invoices to Boothby Realty with a copy to the associations for payment out of the homeowners associations' funds. Boothby Realty paid the fraudulent invoices to BOOTHBY out of the homeowner associations' funds.

Each month, Boothby Realty either mailed or emailed a monthly financial

statement to the eleven (11) properties managed by BOOTHBY. To further conceal the fraud BOOTHBY altered the monthly financial statements that were mailed or emailed to the associations.

Upon discovering the fraud, Boothby Realty hired an outside accounting firm to conduct a forensic examination of the disbursements made from the bank accounts for the eleven (11) properties managed by BOOTHBY. The results of the examination revealed 114 fraudulent transactions totaling \$375,750.62. All of the fraudulent transactions resulted in disbursements to BOOTHBY or Jill Boothby Designs. The examiners prepared a report for each of the eleven (11) properties that identified the fraudulent amount charged to each homeowner association. Virtually all of the fraudulent transactions were supported by a false and fraudulent Jill Boothby Designs invoice. Although each of the fraudulent invoices contained descriptions of the items being billed to the homeowners associations the examiners were unable to locate receipts from third party vendors indicating the items were actually purchased by BOOTHBY or Jill Boothby Designs for the stated purpose.

BOOTHBY acknowledges that she used the funds received from the various homeowner associations to pay for personal items.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the



defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.


JILL ROUSE BOOTHBY

III. RECOMMENDED SENTENCE

Subject to the limitations in paragraph **VIII** regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed.R.Crim.P., the Government, will recommend the following disposition:

- (a) That the defendant be awarded an appropriate reduction in offense level for acceptance of responsibility;
- (b) That the defendant be sentenced at the low end of the United States Sentencing Guideline range as determined by the court on the date that sentence is pronounced;
- (c) That following any term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G. § 5D1.3;
- (d) That the defendant be required to pay a fine in accordance with

the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid, in accordance with her ability to pay, in full by the expiration of the term of supervised release; and

- (d) That the defendant be required to pay restitution in the amount of \$375,750.62 to the victims in an amount to be determined by the court on the date sentence is pronounced;
- (e) That the defendant agrees to the entry of an order of forfeiture in the amount of \$375,750.62 pursuant to the Notice of Forfeiture; and
- (f) That the defendant pay a special assessment fee of \$100.00 said amount due and owing as of the date sentence is pronounced.

IV. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, JILL ROUSE BOOTHBY, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution,



forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.

The defendant reserves the right to contest in an appeal or post-conviction proceeding the following:

- (a) Any sentence imposed in excess of the applicable statutory maximum sentence(s);
- (b) Any sentence imposed in excess of the guideline sentencing range determined by the court at the time sentence is imposed; and
- (c) Ineffective assistance of counsel.

The defendant acknowledges that before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the government retains its right to appeal where authorized by statute.

I, JILL ROUSE BOOTHBY, hereby place my signature on the line



directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.


JILL ROUSE BOOTHBY

V. UNITED STATES SENTENCING GUIDELINES

Defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

VI. AGREEMENT NOT BINDING ON COURT

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the government's recommendation. Further, the defendant understands that if the Court does not accept the government's

recommendation, the defendant does not have the right to withdraw the guilty plea.

VII. VOIDING OF AGREEMENT

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of *nolo contendere* to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

VIII. SUBSEQUENT CONDUCT

The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to make the recommendations set forth in paragraph III of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.

IX. OTHER DISTRICTS AND JURISDICTIONS

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local



authority.

X. COLLECTION OF FINANCIAL OBLIGATION

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

XI. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the

crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

XII. TAX, FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to defendant's **tax liabilities**, if any, or to any pending or prospective **forfeiture** or other **civil** or **administrative** proceedings.

Defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on [his/her] immigration status. Defendant

nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that he plea may entail, even if the consequence is his automatic removal from the United States.

XIII. FORFEITURE

Defendant **JILL ROUSE BOOTHBY** agrees to consent to the entry of a final forfeiture money judgment against her pursuant to Fed. R. Crim. P. 32.2(b)(1), in the amount of **\$375,000.00** which represents the value of the property associated with the offense alleged in **COUNT ONE** of the Information and to which she is indicating her desire to plead guilty by way of this written Plea Agreement.

For purposes of entering said order of forfeiture, the defendant acknowledges that a nexus exists between said amount and the criminal offense to which the defendant is pleading guilty. The defendant further acknowledges that the government is authorized under law to seek the forfeiture of any and all assets of the defendant as substitute assets for the purpose of satisfying the forfeiture judgment until the same is satisfied in full.

The defendant agrees to waive any Double Jeopardy challenges that he may have to the entry of a Forfeiture Order before sentencing. The defendant agrees to waive any claims, defenses or challenges arising under the Excessive Fines Clause of the Eighth Amendment resulting from the forfeiture imposed as a result of this



Information and/or any pending or completed administrative or civil forfeiture actions based upon the course of conduct that provides the factual basis for the forfeiture.

The defendant hereby waives the requirements of Fed. R. Crim. P. 43(a) with respect to the imposition of any forfeiture sanction carried out in accordance with this Plea Agreement, and further agrees to not contest or challenge in any manner (including direct appeal, habeas corpus, or any other means) such forfeitures on any grounds, including that the forfeiture constitutes double jeopardy, or any excessive fine or punishment.

XIV. DEFENDANT'S UNDERSTANDING

I have read and understand the provisions of this agreement consisting of fifteen pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.



**NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN
MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE,
NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO
INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

I understand that this Plea Agreement will take effect and will be binding as to the Parties **only** after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

9/14/16
DATE

Jill Rouse Boothby
JILL ROUSE BOOTHBY
Defendant

XV. COUNSEL'S ACKNOWLEDGMENT

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me

that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea on the terms and conditions set forth herein.

9/14/16
DATE

Max Pulliam
MAX PULLIAM, ESQ
Defendant's Counsel

XVI. GOVERNMENT'S ACKNOWLEDGMENT

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

9/16/16
DATE

JOYCE WHITE VANCE
United States Attorney
Robin B. Mark
ROBIN B. MARK
Assistant United States Attorney